

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

LOUISIANA MARINE OPERATORS, LLC CIVIL ACTION NO.

VERSUS

JUDGE

DOMINION GROUP, LLC

MAGISTRATE JUDGE

COMPLAINT

Plaintiff, Louisiana Marine Operators, LLC, sets forth its complaint for relief against Dominion Group, LLC and avers as follows:

1.

Louisiana Marine Operators, LLC (“LMO”) is a Louisiana limited liability company with its principal place of business in the state of Louisiana. LMO is in the business of providing maritime transportation and related services.

2.

Dominion Group, LLC (“Dominion”) is a Louisiana limited liability company with its principal place of business located at 1201 Airline Highway, Baton Rouge, Louisiana, 70805, where it regularly conducts business.

3.

Venue is proper in this Court pursuant to a Full Found Charter Agreement between LMO and Dominion, dated July 13, 2018 which provided that the venue for disputes shall be in the United States District Court for the Western District of Louisiana – Lafayette Division.

4.

Subject matter jurisdiction is proper in this Court because this matter involves a breach of an agreement to pay charter hire and other expenses and therefore, jurisdiction is proper pursuant to 28 U.S.C. §1333.

5.

LMO and Dominion entered into a business relationship whereby LMO would provide vessel transportation services to Dominion at an agreed upon price according to the parties' Fully Found Charter Agreement ("FFCA"), dated July 13, 2018, which is incorporated herein by reference according to the Federal Rule of Civil Procedure 10(c).

6.

According to the FFCA, Dominion agreed to pay LMO for the hire of the M/V GUNNER and the M/V MISS LILLIE, along with barges to transport cargo, as well as for other related services and expenses.

7.

In accordance with the FFCA, LMO issued to Dominion the following:

Invoice No. 3577 dated August 31, 2018 in the amount of \$86,458.81, which presently has a balance due of \$3,933.81, for the hire of the M/V GUNNER and barges, along with other related expenses, and Invoice No. 3609, dated October 12, 2018, in the amount of \$216,404.79, for the hire of the M/V MISS LILLIE and barges, along with other related expenses.

8.

According to the terms of the FFCA, Dominion was obligated to remit payment to LMO thirty (30) days after delivery of materials to the destination and receipt of proper invoicing. Dominion has breached this obligation and not paid LMO the amount due.

Breach of Contract

9.

LMO realleged the allegations contained in Paragraphs 1-8 of the Complaint.

10.

The aforementioned acts constitute an intentional breach of contract by Dominion. LMO contracted with Dominion to provide vessel services to Dominion including for charter hire to be paid to LMO within ten (10) days of receipt. Dominion has failed to so.

11.

LMO is entitled to all actual and consequential damages as a result of Dominion's breach. Additionally, LMO is entitled to all contractual damages including interest at a rate of 1.5% per month beginning thirty (30) days after the invoice date and all attorney's fees and costs of LMO, as required by the FFCA.

Louisiana Open Account

12.

LMO realleges the allegations of Paragraphs 1-8 of the Complaint.

13.

According to Louisiana Revised Statute 9:2781, LMO is entitled to the recovery of all sums due to it by Dominion, plus attorney's fees, interest and costs.

Damages

14.

LMO realleges the allegations of Paragraphs 1-7 of the Complaint.

15.

LMO shows that its damages include, but are not necessarily limited to the following:

- A. Principal invoice amounts due - \$220,338.60;
- B. Interest;
- C. Attorney's fees; and
- D. All other cost and expenses of this lawsuit.

WHEREFORE, Louisiana Marine Operators, LLC prays that, after due proceedings are had, there be judgment entered into its favor and against Dominion Group, LLC for damages sufficient to compensate it for Dominion's breach of contract and failure to pay on open account; for all equitable relief and all damages to which it is entitled; that all appropriate costs and expenses for prosecuting this action be taxed as costs and awarded to LMO at the conclusion of these proceedings; and for all attorney's fees incurred.

[SIGNATURE ON NEXT PAGE]

Respectfully submitted,

s/Georges M. Legrand

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**ATTORNEYS FOR PLAINTIFF,
LOUISIANA MARINE OPERATORS, LLC**

PLEASE ISSUE SUMMONS FOR SERVICE UPON:

Dominion Group, LLC

Through its officer Joe "Trey" Cline

or Wesley Robert

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Baton Rouge, LA 70805